

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

**Agreement to Participate
in Consumer Directed In-home Services under EISEP**

This required form serves as the consumer agreement to participate in the consumer directed program. The form identifies the responsibilities of the consumer and case manager regarding consumer directed in-home services.

Please Note: The Fiscal Intermediary is the Home Care Agency.

Consumer Agreement:

I, (Name of the Consumer) _____, wish to receive consumer directed in-home services and plan to direct my own care.

**Agreed Upon Terms and Conditions
Using Consumer Directed In-home Services**

Consumer Responsibilities:

I agree to comply with all of the following:

- I will inform the case manager if I am unable or do not want to continue to receive consumer directed in-home services.
- I will be responsible for training in-home services worker as appropriate.
- I will provide oversight and supervision of the in-home services being provided as agreed to and reflected in the care plan.
- I will work with the Fiscal Intermediary to fulfill all required responsibilities related to in-home services workers.

I understand that:

- The case manager will offer me ongoing support in the coordination of my care plan.
- The case manager reserves the right to contact the Fiscal Intermediary to discuss their provision of services to me.

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Case Manager Responsibilities:

- Collaborate with the consumer on the development of a care plan that supports the consumer's goals, needs, preferences and priorities.
- Offer ongoing support in the coordination of my care plan. This assistance may include identifying resources that are available to assist you.
- Connect you to a Fiscal Intermediary that will handle the following functions: payroll and all taxes, withholding, and workers' compensation; assist in securing the health assessment for the employee hired to provide consumer directed in-home services; and a background check, as per AAA protocols.
- Provide assistance and support to you in regard to your responsibilities to the Fiscal Intermediary.
- Review your emergency backup plan, and contact you if further information is needed.
- Work with you to identify the steps that need to be taken if you have problems providing oversight and supervision to the in-home services.

Your Case Manager is NOT responsible for:

- Directly interviewing, hiring, training, scheduling or supervising employees providing person – centered, consumer directed in-home services to you (the consumer).
- Firing employees providing services to you (the consumer).
- Telling your employees if you are unhappy with their work.
- Finding emergency back up to the people who are providing your (the consumer's) in home services.

Agreement to Participate

I understand and accept the responsibilities for consumer directed in-home services as listed in this agreement for the time period designated in the care plan.

Consumer Signature

Date

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

Agreement to Participate with a Consumer Representative in Consumer Directed In-home Services under EISEP

This required form serves as the consumer representative agreement to participate in the consumer directed program. The form specifies the responsibilities of the consumer, the consumer representative, and case manager regarding consumer directed in-home services.

Please Note: The Fiscal Intermediary is the Home Care Agency.

Consumer Representative Agreement

I, (Name of the Consumer) _____, confirm that I have asked (Name of the Consumer Representative) _____, to be my Consumer Representative.

I have been advised of the roles and responsibilities for the consumer and/or the consumer's representative in this program, and have had the opportunity to have my questions about consumer directed in-home services answered to my satisfaction. I agree to fulfill the responsibilities as a representative of the consumer. I am aware that if I have any further questions or concerns I may contact the case manager for assistance.

I attest to the following:

- I am at least 18 years of age;
- I voluntarily agree to serve as a representative for (Name of Consumer) _____.
- I am not being paid as a caregiver or in-home services worker for (Name of Consumer) _____.

Agreed Upon Terms and Conditions for the Consumer Representative

As the Consumer Representative, I understand that:

- I am acting on behalf of and for the previously named consumer and to the greatest extent possible, the decisions I am making are based on my knowledge and understanding of the consumer's goals, needs, priorities and preferences.
- Unless I have been legally appointed as a guardian or a conservator, the consumer may choose to relieve me of my representative decision-making authority at any time.
- I will not be paid and cannot be paid for being a consumer representative.
- I cannot be an employee of the consumer.
- The case manager will offer me ongoing support in coordination of the consumer's services and supports.

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- The case manager reserves the right to contact the consumer's Fiscal Intermediary to discuss provision of service to the consumer.

In addition, as the Consumer Representative, I agree to:

- I will be responsible for training in-home services worker as appropriate.
- Work with the Fiscal Intermediary to fulfill the required responsibilities related to in-home service workers.
- Notify the case manager if I am unable to continue to function as the consumer representative.
- Notify the case manager if the consumer is unable to continue receiving consumer directed in-home services.
- Keep the consumer's information confidential and shared only as needed to implement the care plan.
- Accept the decisions of the case manager/care coordinator and the consumer regarding my assignment as representative.

Agreed Upon Terms and Conditions for the Case Manager

Case Manager Responsibilities:

- Collaborate with the consumer on the development of a care plan that supports the consumer's goals, needs, preferences and priorities.
- Offer ongoing support in the coordination of the care plan of the consumer. This assistance may include identifying resources that are available to assist you.
- Connect you to a Fiscal Intermediary that will handle the following functions: payroll and all taxes; withholding; workers' compensation; assist in securing the health assessment for the employee hired to provide consumer directed in-home services; and a background check, as per AAA protocols.
- Provide assistance and support to you (the consumer) in regard to your responsibilities to the Fiscal Intermediary.
- Review your emergency backup plan, and contact you (the consumer) if further information is needed.
- Work with you to identify the steps that need to be taken if you have problems providing oversight and supervision to the in-home services worker.

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Agreement to Participate with a Consumer Representative in Consumer Directed In-home Services under EISEP

Your Case Manager is NOT responsible for:

- Directly interviewing, hiring, training, scheduling or supervising employees providing person-centered, consumer directed in-home services to you (the consumer).
- Firing employees providing services to you (the consumer).
- Telling your employees if you are unhappy with their work.
- Finding emergency back up to the people who are providing your (the consumer's) home care.

Agreement to Participate in Consumer Directed In-home Services

I understand and accept the responsibilities for consumer directed in-home services as listed in this agreement for the time period designated in the care plan.

Consumer Signature

Date

Consumer Representative Signature

Date

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

Backup Plan and Emergency Contact Information for Consumer Directed In-home Services under EISEP

Consumer Name

Consumer Representative

This **Backup Plan and Emergency Contact Information** form was developed for you to use in an emergency or if your scheduled employees cannot provide your care, services, or supports.

BACKUP PLAN:

IF REGULARLY SCHEDULED EMPLOYEES/SERVICE PROVIDERS CANNOT PROVIDE MY CARE, SERVICES, OR SUPPORTS, I WILL CONTACT ONE OF THE PEOPLE ON MY LIST.

In the table, below, list who you will call to come and work that day in the event that your in-home services worker fails to report for their shift or task. (Examples: friends, family, past personal care providers, church members, other volunteers.)

Care/Service	Person's Name	Days/Times NOT Available	Phone Number

Consumer or representative should initial each item to indicate agreement:

- A. _____ I have talked with family and friends listed above about the times they can be available and/or with backup service providers as needed about employment, pay, their availability, and my personal care needs in the event that my regularly scheduled in-home services worker is not available.
- B. _____ I understand that I may only get essential needs met when my in-home services worker is unexpectedly not available. I will keep a current list of my needs and tasks essential to my health and safety that must be performed in a given day in an agreed upon location.

Backup Plan and Emergency Contact Information for Consumer Directed In-home Services, *continued*

EMERGENCY CONTACTS:

☐ Relative(s)

<i>Name</i>	<i>Phone</i>	<i>Address</i>

☐ Physician(s)

<i>Name</i>	<i>Phone</i>	<i>Address</i>

☐ Case Manager

<i>Name</i>	<i>Phone</i>	<i>Address</i>

☐ Others

<i>Name</i>	<i>Phone</i>	<i>Address</i>

Consumer or representative should initial each item to indicate agreement:

1. _____ I have made and posted in a known location the above list of emergency contacts (an emergency call list) that my service providers can refer to in an emergency.
2. _____ If I believe I am at risk of harm for abuse, neglect, or exploitation, I know that I should contact New York Adult Protective Services at 800-342-3009 (Press Option 6) or my local Department of Social Services at _____.

Client or Representative Signature

Date

Case Manager

Date

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

Individual Consumer Directed Care Plan and Budget for Consumer Directed In-home Services under EISEP

Individual Consumer Directed Care Plan and Budget

Reassessment Due Date ____/____/____

Recurring Services/Goods	Provider	# of Units Each Time Service is Provided	Frequency	Expected Begin Date	Monthly Consumer Cost Share
TOTAL COST SHARE FOR RECURRING SERVICES AND GOODS					

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Individual Consumer Directed Care Plan and Budget
for Consumer Directed In-home Services under EISEP

One Time Services/Goods	Provider	Estimated Date to be delivered	Consumer Cost Share
TOTAL COST SHARE FOR ONE TIME SERVICES AND GOODS			

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Goals and Options Work Sheet for Consumer Directed EiSEP in-home Services

This form is used to help the case manager and the consumer (and/or consumer representative) to identify goals and needs of the consumer, and options for services and goods the consumer is interested in using to meet the identified need/consumer goal. Cost information should be considered for those different options.

Identified Need	Service/ Good— OPTIONS	Full Cost (Estimated)	Other Information	Info. to be gathered	
				By Whom	By When
Consumer Goal A:					
Consumer Goal B:					
Consumer Goal C:					